

SERVICE LEVEL AGREEMENT AND PACKAGES

1. Preamble: This agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and the Service Provider. The purpose of the agreement is to facilitate implementation of Services intended by the Buyer. Each document as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal.

The Agreement contains the Scope of Work (SOW), stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

Guiding Principle: The Services contracts placed shall be governed by following set of Terms and Conditions:

1. General Terms and Conditions for Goods and Services;
2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document.

The above terms and conditions are in reverse order of precedence. Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

2.Objectives and Goals of SLA:

The objective of Agreement (SLA) is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. The goals of an Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
2. Present a clear, concise and measurable description of service offered to the buyer
3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3.Parties To The Agreement

The main stakeholders associated with this agreement are:

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
2. Service Provider: Service provider is responsible to provide all the required services in timely manner.

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.

4.Service Scope: Designing and Development of Mobile App Name – ‘Manthan’ complying with guidelines for CERT-In Audit as per the scope of work.

4.1 Design and Development of Mobile App Code name - ‘Manthan’ of Munitions India Limited.

4.2 Comply all Cyber Security guidelines issued by GoI, CIRA/MoD (Cyber Information Research Agency/Ministry of Defence), NIC (National Informatics Center) and CERT-In.

4.3 Annual Maintenance Contract of App for one year

5. Terms and Conditions:

a. Software Requirement Specification (SRS): Based on the functional requirements gathered thorough study done by contractor through meetings and interviews with MIL employees, the contractor will prepare SRS document. After the SRS has been approved by MIL it will be the basis for development of the App. The contractor should be in a position to develop & deploy **the application within 4 months after SRS approval by MIL.**

b. Training: After the App is made operational and live, training shall be provided to the assigned IT personnel of MIL which will help them in updating the App and their respective pages/content.

c. Source code: Before the App is made operational and live, the complete final source code of the App shall be handed over to MIL with complete rights for perpetual use and modification by MIL for its own purpose.

5.1 Buyer's Obligations

i. The Buyer shall nominate IT officer(s) from its organization to coordinate with the service provider to facilitate approvals, sharing of data, etc.

ii. Any information/data with respect to the scope of the project and necessary work permits to access buyers' premises are to be provided by the buyer. The buyer agrees shall provide (or cause others to so provide) Information, resources, and assistance that the service provider is required to perform the services.

iii. The Buyer shall notify the Service Provider of any dishonest, wrongful, or negligent acts or omissions of the Service Provider's employees or agents in connection with the Services as soon as possible after the Buyer becomes aware of them.

5.2 Service Provider's Obligations

i. The Service Provider would be required to engage sufficient, experienced and qualified developers and subject matter experts, capable of delivering the Buyer's objectives. The service provider will provide the services using reasonable skill and care and/or in accordance with applicable professional standards.

ii. The Service Provider shall designate a Coordinator(s)/Project Manager who will be responsible for maintaining regular contact with the Buyer's premises to ensure that the best possible services will be provided without interruption.

iii. The Service Provider shall provide Services at Buyer's premises / offsite as per Schedule of Work / Requirements which may be amended from time to time by the Buyer during the

Contractual period and it shall always form part and parcel of the Contract. The Service Provider shall abide by such assignments as provided by the Buyer from time to time.

v. The Service Provider may be required to sign a Non-disclosure Agreement.

vi. The Service Provider agrees that it shall take adequate measures to protect the secrecy/ confidentiality of and avoid disclosure and unauthorized use of the confidential/sensitive information. The Service Provider shall immediately notify the Buyer, in writing, upon discovery of any threatened breach, actual loss, or unauthorized disclosure of the confidential/sensitive information.

vii. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Buyer.

viii. The Service Provider shall at all times ensure that the services being provided under this Contract/ Agreement are performed strictly in accordance with all applicable laws, orders, bye-laws, regulations, rules, standards, recommended practices, etc, and no liability in this regard will be attached to the Buyer.

ix. The Service Provider shall be fully responsible for the acts of their representatives/team members and shall fully indemnify the Buyer for any kind of losses or damages caused by its team members/ consultants. The Buyer shall not be responsible for any claim from any team member employed by the Service Provider. The Service Provider shall wholly and fully be responsible for any such claims.

x. Intellectual Property

1. All documents, information, images, videos, samples, data, associated correspondence, or other information furnished by or on behalf of the Buyer to the Service Provider and/or collected by the Service Provider to perform the services under and/or in connection with this contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Buyer and shall not, without the prior written consent of Buyer, neither be divulged by the Service Provider to any third party nor be used by the Service Provider for any purpose other than the services and work required for the performance of this Contract.

2. All rights to any intellectual property conceived or produced by the Consultant for the Buyer in the course of performing the Consultancy Services and all information (including information that is in electronic form), working papers, reports, or other papers collected or produced by the Consultant for the purpose of providing the Consultancy Services are the property of the Buyer from the date that property is created or developed and the Consultant waives in favour of the Buyer any moral rights that the Consultant may have.

3. Existing intellectual property: it is understood and agreed that the Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know-how, methods, techniques, skills, knowledge, and experience possessed by the Consultant prior to, or acquired by the Consultant during, the performance of this Agreement and the Consultant will not be restricted in any way with respect to the same.

4. On termination or completion: Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Consultancy Services, the Consultant will deliver to the Buyer all information (including information that is

in electronic form), Confidential Information, intellectual property, working papers, reports or other papers that are the property of the Buyer.

6. Special Terms and Conditions

- i. All deliverables are intended for the Buyer's use in accordance with the applicable Statement of Work or Scope of Work under which they are provided.
- ii. The relationship between the buyer and the service provider under this agreement is that of a principal-to-principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this Agreement. Therefore, neither the service provider nor the personnel of the service provider shall become the employee of the buyer under this Agreement. The buyer shall also not be liable to the service provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity, it is stated that the buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages or anything arising out of their employment/duty under this STC. The service provider shall make them known about this position in writing before deploying the personnel to the buyer's site. The buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the service provider or its employees.

7. Payment Schedule: As per the Payment terms provided separately.

8. Formula used

SL	Item description	UOQ	Qty	Delivery Period
A	Designing and Development of a MIL Mobile App, "Manthan" for opening a dialog between employer and employees.	Whole Job	1	A. 04 Months
B	Security Audit of the MIL Mobile App/APIs from CERT-In empaneled auditor(s) to obtain safe to host certificate. Suitable modification as per the CIRA advisors.			B. 01 Month
C	Annual Maintenance Contract of MIL Mobile App for One Year			C. 1 Year

Total Price = A+B+C

A = Basic cost + Taxes

B = Basic cost + Taxes

C = Basic cost + Taxes

Price break-up as above required by the Buyer from the contractor.

9. Deduction and Termination

Sl.No.	Service level agreement	Deductions
1.	Delay in commencement of work	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value
2.	Delay in submission of deliverables as per agreed timelines	0.1% of the total contract value for delay of each week
3.	In case of repeated breach of SLAs beyond 3 instances in the entire contractual period	Termination of contract at discretion of Buyer

10. Price Variation Clause: Not Applicable



GM/HR



JWM/IT

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